

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

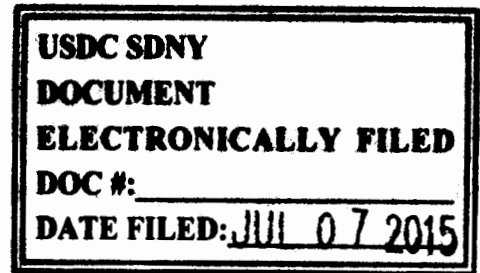
-----X
ALECHEA TONEY-DICK, X.T., RENEE :
MOORE, and SHERRY HANAN, individually :
and on behalf of others similarly situated, :

Plaintiffs, :

v. :

ROBERT DOAR, in his official capacity as :
Commissioner of the New York City Human :
Resources Administration; and THE NEW :
YORK CITY HUMAN RESOURCES :
ADMINISTRATION; KRISTEN M. PROUD, :
in her official capacity as Acting :
Commissioner of the New York State Office of :
Temporary and Disability Assistance; and the :
NEW YORK STATE OFFICE OF :
TEMPORARY AND DISABILITY :
ASSISTANCE; and TOM VILSACK, in his :
official capacity as Secretary of the United :
States Department of Agriculture; and the :
UNITED STATES DEPARTMENT OF :
AGRICULTURE, :

Defendants. :
-----X



No. 12-cv-9162 (KBF) (AJP)

~~PROPOSED~~ **JUDGMENT APPROVING CLASS
ACTION SETTLEMENT AND DISMISSING ACTION**

KATHERINE B. FORREST, District Judge.

WHEREAS, this action was brought as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, by Order dated September 16, 2013, this Court certified two subclasses pursuant to Federal Rule of Civil Procedure 23 and appointed Gibson, Dunn & Crutcher LLP and The Legal Aid Society as class counsel for both subclasses;

WHEREAS, on February 28, 2014, Steven Banks was appointed as the Commissioner of

the New York City Human Resources Administration (“HRA”), and on January 26, 2015, Sharon Devine was appointed as the Executive Deputy Commissioner of the New York State Office of Temporary and Disability Assistance (“OTDA”);

WHEREAS, the Settling Parties have entered into a Stipulation and Order of Settlement (the “Settlement Agreement”) dated and filed on March 30, 2015, Dkt 224-3, which, if approved by the Court, would dispose of the claims made in this Action by Plaintiffs against the City Defendants and State Defendants;

WHEREAS, by Order dated March 31, 2015, this Court granted Preliminary Approval of the Parties’ Settlement Agreement and Class Notice in this Action;

WHEREAS, notice to the Class Members was provided substantially in accordance with the Settlement Agreement and the Court’s March 31, 2015 Order granting Preliminary Approval of the Class Action Settlement and Class Notice;

WHEREAS, notice to the federal, state, and territorial Attorneys General was provided on April 6, 2015 in accordance with the Class Action Fairness Act, 28 U.S.C. §1715, and judgment may be entered on or after July 7, 2015;

WHEREAS, a Fairness Hearing on the proposed Settlement has been duly held on June 25, 2015 before this Court pursuant to Federal Rule of Civil Procedure 23(e)(2) to determine (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable, and adequate for the settlement of all claims asserted by the members of the Class; and (2) whether judgment should be entered dismissing the Plaintiffs’ Second Amended Complaint on the merits; and

WHEREAS, the Court, having considered all matters submitted to it at the Fairness Hearing, along with all prior submissions by the parties regarding the Settlement Agreement, and all matters submitted by any Attorney General on or before July 6, 2015, and otherwise having

determined the fairness, reasonableness, and adequacy of the Settlement Agreement on the claims of members of the Class;

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Capitalized terms in this Order not defined herein shall have the meanings set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of this Action and personal jurisdiction over the Plaintiffs, the subclasses, and the City and State Defendants.

3. The Court hereby grants Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement and enters Final Judgment in the Action effective July 7, 2015.

4. The Settlement Agreement is approved as fair, reasonable, and adequate, and in the best interests of the members of the Class. The parties to the Settlement Agreement are directed to consummate the Settlement in accordance with its terms and provisions.

5. The Settlement Agreement is procedurally fair, resulting from arm's-length negotiations by the parties for a period of sixteen months.

6. The Settlement Agreement is substantively fair and meets the criteria set forth by the Second Circuit in *City of Detroit v. Grinnell Corp.*, 495 F.2d 448 (2d Cir. 1974), because:

(a) the Settlement Agreement grants relief to all members of the Class without subjecting them to the risks, complexity, duration and expense of continuing litigation;

(b) the reaction of the Class to the Settlement Agreement has been overwhelmingly favorable as there have been no objections to weigh against approval;

(c) the state of the proceedings, the number of dispositive and discovery motions briefed, the amount of discovery completed, and negotiations to date have enabled the parties to evaluate the nature and scope of the potential relief to the Class Members;

(d) the risks associated with establishing liability and entitlement to relief, and maintaining the Action through trial weigh in favor of the Settlement Agreement; and

(e) the Settlement Agreement is within the reasonable range of recovery given the best possible outcome, along with the risks associated with litigation, and it provides substantial benefits to members of the Class. Were this action to proceed to trial, the Class would be required to wait even longer for relief, and any such relief would not be guaranteed.

7. Notice was given substantially as prescribed in the Court's Order Granting Preliminary Approval of Class Action Settlement and Class Notice, dated March 31, 2015. In addition, in compliance with the Class Action Fairness Act, 28 U.S.C. §1715, defendants provided notice of the proposed Settlement to all federal, state, and territorial Attorneys General on April 6, 2015. *See* Dkt. 228–29. Such notice provided the best notice practicable under the circumstances. Said notice provided due and adequate notice of these proceedings and the matters set forth herein, including the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23, the Class Action Fairness Act, the Constitution of the United States, and any other applicable law. A full opportunity has been offered to the members of the Class and to federal, state, and territorial Attorneys General to object to the proposed Settlement Agreement and to participate in the hearing thereon, and it is hereby determined that all Class Members are bound by this judgment.

8. This Action is hereby dismissed with prejudice as against the City Defendants and State Defendants pursuant to Federal Rules of Civil Procedure 41(a)(1) and 23(e) and the terms of Section VI of the Settlement Agreement. Upon entry of this Order, the claims held by each settling Class Member against the City and State Defendants, are fully, finally, and forever relinquished and discharged pursuant to Section VI of the Settlement Agreement.

9. The Settling Parties have not yet stipulated to reach agreement regarding attorneys' fees. Unless they are able to do so, Plaintiffs' Counsel shall file a motion for attorneys' fees within sixty (60) days of this Order. The City and State Defendants shall respond within thirty (30) days of any motion. Plaintiffs' Counsel shall file any reply within seven (7) days of the City and State Defendants' response. If at any time the Settling Parties agree on an amount of attorneys' fees and/or costs, they shall promptly notify the Court.

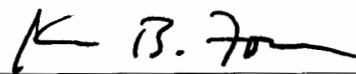
10. This Court shall retain jurisdiction over this Action to the extent set forth by the provisions of Section I of the Settlement Agreement. If the City Defendants convene a Disability Advisory Community Panel, the Settling Parties shall submit a joint letter so advising the Court and requesting that the Court's jurisdiction over the Settlement terminate upon (a) 12 months from the Effective Date or (b) the date such request is so-ordered by the Court, whichever is later.

11. There is no just reason for delay in the entry of this Judgment. Immediate entry of final judgment against the City Defendants and State Defendants by the Clerk of the Court is expressly directed pursuant to Rule 54(b) of the Federal Rules of Civil Procedure. The Federal Defendants are not a party to the Settlement Agreement and not bound by this judgment.

SO ORDERED:

Dated: New York, New York

July 7, 2015



Katherine B. Forrest
United States District Judge